

RURAL EDUCATION PROGRAM

*Exchange of notes at Rio de Janeiro January 21 and February 15, 1946;
agreement between Brazilian Ministry of Agriculture and Inter-
American Educational Foundation October 20, 1945*

*Entered into force February 15, 1946; operative from January 1, 1946
Expired June 30, 1948*

61 Stat. 2301; Treaties and Other
International Acts Series 1549

EXCHANGE OF NOTES

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

RIO DE JANEIRO, *January 21, 1946*

No. 375

EXCELLENCY,

I have the honor to refer to Resolution No. 28 adopted by the First Conference of Ministers and Directors of Education of the American Republics held in Panamá in September and October of 1943 and to our conversations relative to a certain cooperative program in Rural Education which might be undertaken between the Governments of the United States of Brazil and the United States of America.

I have also the honor to refer to the informal conversations relative to such a cooperative program in Rural Education held between representatives of the Brazilian Ministry of Agriculture and representatives of the Inter-American Educational Foundation, Inc., a corporation of the Office of Inter-American Affairs and an agency of the Government of the United States of America.

In accordance with the antecedents under reference, the Inter-American Educational Foundation, Inc., has entered into an agreement with the Ministry of Agriculture for a cooperative program in the field of Rural Education. Under the terms of this agreement the Inter-American Educational Foundation, Inc., will make available for said cooperative program the sum of Two Hundred and Fifty Thousand (\$250,000.00) Dollars U.S. Currency, and the Ministry of Agriculture will contribute the equivalent in Brazilian currency of Seven Hundred and Fifty Thousand (\$750,000.00) Dollars U.S.

currency, this amount to be in addition to the regular budget of the Government of Brazil for rural education.

This cooperative program will be carried out by a special organization created within the Brazilian Ministry of Agriculture and pursuant to specific project agreements which will define the kind of work to be undertaken and the cost thereof and which will be signed by an appropriate official of the Inter-American Educational Foundation, Inc., and by an appropriate official of the Ministry of Agriculture.

It is understood that the Government of the United States of America will furnish through the Inter-American Educational Foundation Inc., such educators, specialists and technicians as it may consider appropriate in order to collaborate with Brazilian educators, specialists and technicians in the realization of this cooperative educational program.

All materials, equipment and property acquired in connection with this program shall remain the property of the Government of Brazil upon the conclusion of the agreement referred to above, which agreement is expected to terminate on June 30, 1948.

I should appreciate it if Your Excellency would be so kind as to confirm to me your approval of this cooperative agreement which was signed on October 20th, 1945, by the Minister of Agriculture and by the President of the Inter-American Educational Foundation, Inc., and which embodies the details relative to the establishment and the methods of fulfillment of this cooperative educational program.

Accept, Excellency, the renewed assurance of my highest consideration.

PAUL C. DANIELS
Chargé d'Affaires ad interim

His Excellency

Dr. PEDRO LEÃO VELLOSO
Minister for Foreign Affairs
Rio de Janeiro

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN RELATIONS

RIO DE JANEIRO

February 15, 1946

DEC/SEB/DAI/38/524.22 (22)

MR. AMBASSADOR:

I have the honor to acknowledge receipt of your Embassy's note No. 375, of January 21st last, relative to a program of cooperation in Rural Education between the United States of Brazil and the United States of America,

and which was the subject of an Agreement entered into by the Inter-American Educational Foundation, Inc., and the Ministry of Agriculture of Brazil.

2. It was established in the said Agreement that the Inter-American Educational Foundation, Inc., a corporation of the Office of Inter-American Affairs and an agency of the Government of the United States of America, will make available for the execution of that program a sum of \$250,000.00 (two hundred and fifty thousand dollars), United States currency, and the Ministry of Agriculture will contribute the equivalent in Brazilian currency of \$750,000.00 (seven hundred and fifty thousand dollars), this amount to be in addition to the regular budget of the Brazilian Government for rural education.

3. This cooperative program will be carried out by a special organization to be created within the Ministry of Agriculture, and pursuant to the specific project agreements which will define the kind of work to be undertaken and the cost thereof. These project agreements will be signed by the officials representing the Inter-American Educational Foundation, Inc. and the Ministry of Agriculture.

4. The Government of the United States of America will furnish through the Inter-American Educational Foundation, Inc., such educators, specialists and technicians as it may consider appropriate in order to collaborate with their Brazilian colleagues in the realization of the foregoing program.

5. The material, equipment and property acquired by virtue of this plan shall remain the property of the Government of Brazil upon the conclusion of the agreement referred to above, which agreement is expected to terminate on June 30, 1948.

6. In reply, I have to confirm to Your Excellency the fact that the Brazilian Government has approved the aforementioned Agreement on rural education which, signed on October 20th last, by the Minister of Agriculture and by the President of the Inter-American Educational Foundation, Inc., embodies the details relative to the establishment and the methods of fulfillment of this cooperative educational program.

I avail myself of this occasion to renew to Your Excellency the assurances of my highest consideration.

JOÃO NEVES DA FONTOURA

His Excellency

ADOLF BERLE Jr.

*Ambassador of the United States
of America*

AGREEMENT ON RURAL EDUCATION BETWEEN THE MINISTRY OF AGRICULTURE OF THE UNITED STATES OF BRAZIL AND THE INTER-AMERICAN EDUCATIONAL FOUNDATION, INC.

The Ministry of Agriculture of the United States of Brazil (hereinafter called the Ministry of Agriculture) and the Inter-American Educational Foundation, Inc., a corporation of the Office of Inter-American Affairs and an agency of the Government of the United States of America (hereinafter called the "Foundation"), have decided to enter into the following agreement to undertake a cooperative educational program to promote Inter-American understanding by bringing about a better interchange of educators, educational ideas and methods between Brazil and the United States of America, pursuant to Resolution 28 adopted by the First Conference of Ministers and Directors of Education of the American Republics held in Panama in September and October of 1943.

CLAUSE I

The objectives of this cooperative educational program are:

- a) the development of closer relations between teachers of vocational agriculture in the United States of Brazil and the United States of America;
- b) the interchange and training of Brazilian and American specialists in vocational agriculture;
- c) the development of such other projects in the field of rural education as may be of mutual interest to the parties.

CLAUSE II

The methods of carrying out the said cooperative educational program are expected to include:

- A. The furnishing by the Foundation of a small Field Staff of specialists in vocational agriculture to collaborate in the realization of the cooperative educational program;
- B. The development and realization, in cooperation with various Brazilian authorities, of programs related to:
 1. Studies and surveys relative to the educational needs of Brazil and of the United States of America, especially in the field of vocational agriculture, and of the resources which are available to meet them;
 2. Grants to permit Brazilian administrators, educators, and special service personnel to go to the United States of America to study, to lecture, to teach and to interchange ideas and experiences with administrators, educators, and specialists in the United States of America;
 3. The organization and development of teacher training programs in vocational agriculture;

4. The purchase of equipment, the preparation of teaching materials, and the development of such media as the radio, films, rural missions, bookmobiles and circulating museums;

C. The use of whatever other methods and means which may be mutually considered appropriate for the realization of the objectives of this cooperative educational program.

CLAUSE III

The Field Staff of the Foundation, mentioned in Clause II, Section A, of this agreement, shall be of such size as the Foundation shall deem advisable and shall be under the direction of an official of the Foundation who shall have the title of "Special Representative, Inter-American Educational Foundation, Inc." (hereinafter called the "Special Representative of the Foundation") and who shall be the representative in Brazil of the Foundation in connection with the program to be undertaken in accordance with this agreement. The Special Representative and the other members of the Field Staff of the Foundation shall be acceptable to the Minister of State of Agriculture.

CLAUSE IV

There shall be created as an integral part of the Ministry of Agriculture of Brazil a special Commission, which shall have the name of "Comissão Brasileiro-Americana de Educação das Populações Rurais" (hereinafter referred to as the "CBAR") and which shall act as the executing body in the realization of the cooperative educational program. The Superintendente do Ensino Agrícola e Veterinário of the Ministry of Agriculture of Brazil shall be Superintendent of the CBAR. The Special Representative of the Foundation shall participate in the CBAR with the designation of "United States of America Representative in the CBAR", and the other members of the Field Staff of the Foundation shall participate in the activities of the CBAR and of the cooperative educational program in general in such capacities as shall be determined by mutual agreement between the Superintendent of the CBAR and the Special Representative of the Foundation.

CLAUSE V

A. The cooperative educational program shall consist of individual projects. Each project shall be embodied in a written Project Agreement which shall be mutually agreed upon and signed by the Superintendent of the CBAR and the Special Representative of the Foundation and which shall define the kind of work to be done, the allocation of funds therefor and the parties responsible for execution and such other matters as the parties mentioned shall desire to include.

B. The selection of Brazilian Specialists to be sent to the United States of America pursuant to this program, as well as the programs of training

which they shall follow, shall be made by mutual written agreement between the Superintendent of the CBAR and the Special Representative of the Foundation.

C. The general policies and procedures governing the realization of the cooperative educational program, the carrying out of the projects, and the operations of the CBAR such as, the disbursement and accounting of funds, the purchase, use, inventory, control and disposition of property, the appointment and discharge of personnel of the CBAR and their conditions of employment, and any other administrative matters, shall be determined and established by mutual written agreement between the Superintendent of the CBAR and the Special Representative of the Foundation. All contracts of the CBAR, as well as all disbursements from the CBAR bank account, shall bear the joint signatures of the Superintendent of the CBAR and of the Special Representative of the Foundation, in his capacity as United States of America Representative in the CBAR. The books and records of the CBAR relating to the cooperative educational program shall be open at all times for inspection by representatives of the Government of Brazil and of the Foundation, and the Superintendent of the CBAR shall render reports to the Government of Brazil and to the Foundation at such intervals as may be agreed upon between the Superintendent of the CBAR and the Special Representative of the Foundation.

CLAUSE VI

It is contemplated that the projects to be undertaken in accordance with this cooperative educational agreement shall include assistance to, and cooperation with other Brazilian Institutions of an official or semi-official character. Funds of the CBAR and other resources contributed by the parties hereto may be allocated and expended for such purposes upon the authority of written project agreements as provided in the preceding clause. Additional or supplementary contributions of whatever nature or source may be accepted and used for projects in furtherance of this cooperative Educational Agreement.

CLAUSE VII

In view of the fact that the CBAR is a part of the Ministry of Agriculture, the CBAR and all its personnel shall enjoy the same rights and privileges which are enjoyed by other divisions of the Ministry of Agriculture and by the personnel of the same.

CLAUSE VIII

All funds, materials, equipment and supplies acquired for the CBAR shall become the property of the Government of Brazil and shall be devoted to the Program. The Superintendent of the CBAR and the Special Representative of the Foundation shall determine by mutual agreement the precise

disposition and use of any funds and any personnel property remaining unobligated or unexpended on the termination of this agreement.

CLAUSE IX

A. The Foundation shall determine and pay the salaries and other expenses directly payable to the members of the Field Staff, as well as such other commitments of an administrative nature as the Foundation may incur in connection with the development of this program, from the sum of One Hundred and Twenty-Five Thousand (\$125,000.00) Dollars, U.S. Currency, which it will retain and which for the purposes of this agreement shall be denominated the "Administrative Funds of the Foundation".

B. In addition, the Foundation shall deposit in a special bank account, in a Brazilian bank mutually agreed upon by the Superintendent of the CBAR and the Special Representative of the Foundation, to the account of the CBAR, the sum of One Hundred and Twenty-Five Thousand (\$125,000.00) Dollars, U.S. Currency. These funds, which shall, for the purposes of this agreement, be denominated the "Program Funds of the Foundation", shall be deposited by the Foundation on the following dates in the following amounts:

During January 1946	U.S. \$40,000.00
During January 1947	U.S. \$45,000.00
During January 1948	U.S. \$40,000.00
Total to be deposited	U.S. \$125,000.00
Administrative Funds of the Foundation	U.S. \$125,000.00
Total contribution of the Foundation	U.S. <u>\$250,000.00</u>

C. The Foundation furthermore expresses its intention and willingness to place at the disposition of the cooperative educational program, whenever in the judgment of the Foundation that may be possible, the organization and staff of the Foundation in the United States of America, its knowledge of, and contacts with, cooperating educational agencies in the United States of America and its experience and special facilities which, within the limitations of available resources, are expected to provide many of the necessary services to enable Brazilian educators and special service personnel to derive maximum profit from their stay in the United States of America.

CLAUSE X

The Government of the United States of Brazil, in addition to its regular budget for rural education, shall deposit in the same special bank account, to the order of the CBAR, the equivalent in Brazilian currency of Seven Hundred and Fifty Thousand (\$750,000.00) Dollars, U.S. Currency, on the following dates and in the following amounts:

During January 1946	U.S. \$250,000.00
During January 1947	U.S. \$250,000.00
During January 1948	U.S. \$250,000.00
Total to be deposited	U.S. <u>\$750,000.00</u>

CLAUSE XI

The Government of Brazil, in addition to its contribution as provided herein, shall in agreement with the Special Representative of the Foundation: (a) appoint specialists to collaborate with the Field Staff of the Foundation; (b) collaborate with the CBAR in making available office space, office equipment, furnishings and other such facilities, materials, equipment, supplies and services as it may conveniently provide for the said program; and (c) lend the general assistance thereto of the other Departments of the Government of Brazil.

CLAUSE XII

The funds deposited by either party for any year shall not be drawn until the funds for the same year are deposited by the other party. Funds deposited by either party and not matched by the required deposit of the other party shall be returned to the contributor.

CLAUSE XIII

All the funds mentioned in this agreement, that is, of the Government of Brazil, of the Foundation and of the CBAR, shall continue to be available for the said cooperative educational program during the existence of this agreement, without regard to annual periods or fiscal years of either of the parties.

CLAUSE XIV

Interest on funds of the CBAR, and any income, upon investments of the CBAR, and any increment of assets of the CBAR, of whatever nature or source, shall be dedicated to the realization of the program and shall not be credited against the contributions of the Government of Brazil or of the Foundation.

CLAUSE XV

In view of the fact that many purchases of materials, supplies, and equipment and other disbursements relating to the execution of the Program, as well as other payments and disbursements on behalf of Brazilian personnel sent on grants to the United States of America, must necessarily be made in the United States of America, the Superintendent of the CBAR and the Special Representative of the Foundation may agree to withhold from the payments to be made by the Foundation into the bank account of the CBAR the amounts deemed to be necessary to pay for such purchases and disbursements in the United States of America. Such amounts shall be considered as if deposited under the terms of this agreement. Any funds so withheld by the Foundation for such purposes and not expended or obligated therefor shall be deposited in the said bank account at any time upon the mutual agreement of the Superintendent of the CBAR and the Special Representative of the Foundation.

CLAUSE XVI

In the event that, upon the expiration of each twelve-month period of this agreement, calculated from the date of its execution, and again six months before its expiration, the Foundation deems that the funds, which it has set aside as "Administrative Funds of the Foundation", will be more than are needed for that purpose for the entire period of the program, the Foundation will thereupon advise the Superintendent of the CBAR of the surplus which it can accordingly make available for projects, and such additional sums shall be paid into the bank account of the CBAR or shall be otherwise disposed of pursuant to this Agreement.

CLAUSE XVII

All the funds introduced into Brazil by the Foundation for the purposes of the cooperative educational program shall be exempt from all taxes, service charges, investment or deposit requirements and other currency controls, and shall be converted into Cruzeiros at the most favorable rate of exchange which the Government of Brazil or any of its Agencies or any Brazilian bank concedes to the Government of Brazil or to any of its Departments or to any other Nation, organization, or individual. Similarly, where it may be necessary or advisable to convert Cruzeiros into Dollars for the financing of grants or for other expenditures in the United State of America, the conversion of Cruzeiros into Dollars shall be made at the official rate of exchange.

CLAUSE XVIII

The Government of Brazil accepts and recognizes the Foundation as a corporate agency of the Government of the United States of America, having juridic personality, and, accordingly, the Foundation shall be exempt and immune from, among other things, any and all taxes, fees, charges, imposts, and custom duties, whether national, state, provincial or municipal, and from all requirements for licenses. The personnel of the Foundation who are citizens of the United States of America shall be exempt from all Brazilian income taxes and social security taxes with respect to the income on which they are obliged to pay income taxes or social security taxes in the United States of America. Such personnel shall also be exempt from the payment of customs or other duties on personal effects and on goods, equipment and supplies imported or exported for their own personal use or for the personal use of the members of their families.

CLAUSE XIX

Any right, privilege, power, or duty conferred by this Agreement upon either the Superintendent of the CBAR or the Special Representative of the Foundation may be delegated by the recipient thereof to representatives, provided that each such representative be satisfactory to the said official of

the other Government. But regardless of the naming of such representatives, the Superintendent of the CBAR and the Special Representative of the Foundation shall have the right to refer any matter directly to one another for discussion and decision.

CLAUSE XX

The Executive Power of the Government of Brazil will take the necessary steps to obtain the legislation, decrees, orders, or resolutions necessary to carry out the terms of this agreement.

CLAUSE XXI

This agreement may be amended from time to time, if deemed advisable by the parties hereto, but all amendments shall be in writing and signed by a representative of the Government of Brazil and of the Foundation duly authorized thereto.

CLAUSE XXII

This Agreement shall become effective the 1st. of January, 1946, and shall remain in force through June 30, 1948, and may be extended by mutual written agreement. And in pursuance thereto there shall be an exchange of diplomatic notes between the Ministry of Foreign Affairs of the United States of Brazil and the Embassy of the United States of America in Brazil.

In Witness Whereof the undersigned, duly authorized thereto, sign the present agreement in duplicate, in the English and Portuguese languages, in Rio de Janeiro, Brazil, this twentieth day of October, nineteen hundred and forty-five.

For the Ministry of Agriculture of the United States of Brazil

APOLONIO JORGE DE FARIA SALLES

Minister of State of Agriculture

and

For the Inter-American Educational Foundation, Inc.

KENNETH HOLLAND

President